

**THE HON'BLE SRI JUSTICE L.NARASIMHA REDDY**

**W.P.No.15758 of 2005**

**Date:28.03.2007**

**Between:**

Y.V.S.S.Murthy.

..... PETITIONER

AND

The Vice Chairman,  
A.P. Housing Board and another.

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RESPONDENTS

**ORDER:**

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The petitioner was allotted a flat in HIG-II, Phase-IV of Bagh Lingampally by A.P. Housing Board in the year 1988. As per the schedule fixed for payment of instalments, the petitioner paid three instalments of Rs.78,600/- each, on 04.10.1988, 01.03.1989 and 02.12.1989. The possession of the flat was delivered to the petitioner on 16.07.1994. However, the final cost of the flat was not informed to the petitioner, even after he addressed a letter, dated 01.12.2003. The petitioner received a letter, dated 23.04.2004, wherein he was informed by the second respondent that a sum of Rs.78,000/- is arrived at, as the difference of final cost, and he was required to pay the same with interest at 15% per annum from the date of taking possession. The same is challenged in this writ petition.

The petitioner paid a sum of Rs.78,000/- vide cheque, dated 12.08.2004, and requested the respondents to register the flat in his name. He also made a reference to various instances of waiver of interest and made a representation. The second respondent issued a reply, dated 21.12.2004, stating that the

waiver of interest is only for the purchasers under the Hire Purchase Scheme and not for Self-Finance Housing Scheme.

Heard the learned counsel for the petitioner.

The matter was listed for hearing on 22.02.2007. Since there was no representation, it was adjourned to 01.03.2007. In view of the change of the standing counsel for the respondents, it was adjourned till today to enable the new incumbent to appear and argue. Today also, there is no representation.

The respondents never pointed out any lapse on the part of the petitioner in the matter of payment of instalments. Even while delivering possession of the flat on 16.07.1994, the respondents did not inform the petitioner about the final cost. On the other hand, the petitioner himself volunteered to know the final cost and the reply was that the matter is under consideration. It is, therefore, clearly evident that the delay in communicating the final cost of the construction was on the part of the respondents. The question of the petitioner being required to pay interest would arise, if only, there is any lapse in payment of the amount after the communication was given. Further, the respondents themselves have waived interest even where it was otherwise due. The distinction sought to be made between the petitioner on the one hand, and those to whom the benefit was extended on the other, cannot be accepted.

For the foregoing reasons, the writ petition is allowed, as prayed for. There shall be no order as to costs.

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28.03.2007

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